

**ORDER 2021-83
IN RE SETTLEMENT AGREEMENT**

**BELTERRA RESORT INDIANA, LLC
21-BT-02**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 25th DAY OF MAY, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
BELTERRA RESORT INDIANA, LLC) **21-BT-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Belterra Resort Indiana, LLC (“Beltterra”) (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

COUNT I

1. IC 4-38-5-4(a) provides a certificate holder or vendor may accept wagers on professional and collegiate sporting events approved for sports wagering by the commission, and other events as approved by the commission. A certificate holder or vendor may use data selected in a manner approved by the commission to determine whether a wager is a winning wager.
2. Chapter 7, Section 1(a) and (b) of the Emergency Rules for Sports Wagering provides before accepting wagers on any event category from patrons, a sports wagering operator must receive event category approval from the executive director or the executive director’s designee. The sports wagering operator shall provide notice to the executive director or the executive director’s designee and such notice shall include the name of the sports governing body and a description of its policies and procedures regarding event integrity. The commission reserves the right to prohibit the acceptance of any wagers, and may order the cancellation of wagers and require refunds on any event for which wagering would be contrary to the public policies of the state.
(b) The commission will post approved event categories to its website.
3. On July 23, 2019, the Commission issued a directive on approved events for sports wagering which indicated that collegiate events shall be limited to NCAA Division I sports.
4. On December 15, 2020, the Commission’s Gaming Enforcement Investigator was notified by Fan Duel’s Director, Legal and Regulatory Affairs that Sport Radar, Fan Duel’s college basketball pricing/data provider had pushed a Division I vs non-Division I’s men’s college basketball event and wagers were able to placed on this event in Indiana. The game offered was between Texas State (Division I) and Our Lady of the Lake University (NAIA school). One hundred and eighty-one (181) straight wagers and

one hundred eighty-eight (188) parlays were placed on this event. This event was offered at the retail locations at Blue Chip and Belterra and offered on Fan Duel's mobile application. Five (5) wagers were taken at Belterra and three hundred and sixty-four (364) were taken online.

COUNT II

5. 68 IAC 15-1-2(1) provides the purpose of the accounting records and procedures is to ensure the assets of the licensee are safeguarded.
6. 68 IAC 15-1-2(6) provides the internal control system are designed to ensure that authorized personnel have access to assets.
7. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
8. Belterra's approved internal controls, K-7, describes the procedures for Security and photography in the casino.
9. On January 11, 2021, a Gaming Agent was viewing surveillance coverage of the mantrap area outside the land bank, when he noticed four (4) male patrons, a Security Officer, and a Sportsbook Manager inside the mantrap. The patrons were escorted to that area due to a 1.8-million-dollar cash sportsbook wager. One (1) patron was placing the wager and the other patrons were his private security. While the cashier was verifying the total wager through the count machine, one (1) of the male patrons, from his security detail, stood up and began video recording the 1.8 million dollars of cash inside the land bank. Belterra employees were present when one of four (4) patrons that had been escorted to the Land Cage took video in which the patron was not asked to stop or delete the video.

COUNT III

10. Chapter 1, Section 18(5) of the Emergency Rules for Sports Wagering provides a "Prohibited sports wagering participant" means any individual whose participation may undermine the integrity of the wagering or the sports event or who is excluded from wagering for other good cause, including, but not limited to, an attempt to place a wager as an agent or a proxy.
11. Chapter 12, Section 1(b) of the Emergency Rules for Sports Wagering provide a sports wagering operator shall implement rules and publish procedures to terminate all accounts of any sports wagering account patron that establishes or seeks to establish multiple active accounts, whether directly or by use of another person as a proxy.
12. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the

licensee is not complying with licensure conditions or is not complying with this Act or this title.

13. Belterra's approved internal control procedures, Section S, describe the AML procedures for the sportsbook.
14. On March 2, 2021, a Compliance Specialist notified Gaming Agents that on February 17, 2021 a patron ("Patron A") came to the sportsbook and placed two (2) wagers totaling \$14,500. Patron A provided her Kentucky identification and it was scanned in the tracking system.
15. On February 25, 2021, another patron ("Patron B") came to the sportsbook to cash in the two (2) winning wagers that had been placed by Patron A on February 17, 2021. Patron B entered the sportsbook and placed the two (2) winning tickets on the counter. The winning wagers totaled \$46,393.50 and required a Supervisor to approve the payment. The Sportsbook Supervisor processed the winning tickets for Patron B under Patron A's name. The Sportsbook Supervisor never received a state issued valid identification from Patron B.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Belterra by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38, 68 IAC, the Emergency Rules for Sports Wagering, and/or Belterra's approved internal control procedures. The Commission and Belterra hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Belterra.

Belterra shall pay to the Commission a total of \$4,000 (\$500 for Count I, \$1,000 for Count II, \$2,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$4,000 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

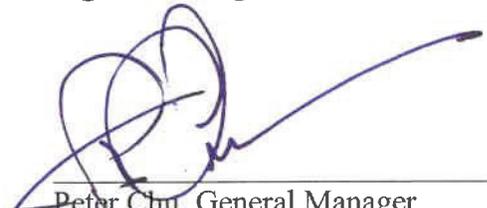
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and Belterra.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Date



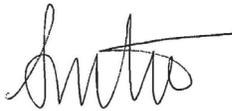
Peter Chu, General Manager
Beltterra Resort Indiana, LLC
5/18/2021

Date

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This Agreement shall be binding upon the Commission and Belterra.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Peter Chu, General Manager
Beltterra Resort Indiana, LLC

5/24/21

Date

Date